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7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
8 IN AND FOR KING COUNTY

9 CITIZEN SOLUTIONS LLC, a Washington limited
10 liability company & YOUR CHOICE PETITIONS
11 LLC, a Washington limited liability company

12 Plaintiffs,

13 vs.

14 ONE WASHINGTON EQUALITY COMMITTEE, a
15 Washington political committee, APPROVE I-1000, a
16 Washington political committee, WASHINGTON
17 FAIRNESS CAMPAIGN, a Washington political
18 committee, DOE Defendants 1-5 individuals, DOE
19 Defendants 6-10 political committees and DOE
20 Defendants 11-15 for profit entities.

21 Defendants.

22 NO.

23 COMPLAINT FOR BREACH OF
CONTRACT, UNJUST ENRICHMENT
& RCW 19.86 CONSUMER
PROTECTION ACT VIOLATION

24 COMES NOW, the Plaintiffs, by and through their attorney of record, The North Creek
25 Law Firm, a Professional Corporation, complains and alleges as follows:

26 I. JURISDICTION/VENUE

27 1. The Defendants in this action are all located in King County.

28 COMPLAINT - 1

29 THE NORTH CREEK LAW FIRM
12900 NE 180th Street #235
Bothell, Washington 98011
Ph.(425) 368-4238 Fax(425) 489-2824

2. The parties are all located in Washington state and the promissory note at issue calls for jurisdiction in Washington. Jurisdiction is thus proper in Washington State and the Court has personal and subject matter jurisdiction over all Defendants.

3. Venue is proper in King County Superior Court because the promissory note calls for venue to lie in King County, Washington and the promissory note was executed in King County and all Defendants reside and do business in King County.

II. PARTIES

4. Plaintiff Citizen Solutions LLC (“Citizen”) is a Washington for-profit limited liability company.

5. Plaintiff Your Choice Petitions LLC (“Choice”) is a Washington for-profit limited liability company.

6. One Washington Equality Committee (“OW Committee”) is a Washington political committee doing business in King County, Washington.

7. Approve I-1000, ("AI Committee") is a Washington political committee doing business in King County, Washington.

8. Washington Fairness Campaign (“WFC”) is a Washington political committee doing business in King County, Washington.

9. Northwest Passage Consulting LLC (“NWP”) is a Washington for-profit limited liability company doing business in King County, Washington.

10. DOE Defendants 1-15 are individuals, companies and political committees whose associations with, and actions on behalf of, I-1000 and the OW Committee and the signature

1 gathering campaign to qualify I-1000 and have the legislature pass it into law, give rise to
2 liability for the unpaid promissory note and unjust enrichment. The identity of the DOE
3 defendants will be made known through discovery and the Plaintiffs will timely amend the
4 Complaint to give their identities and their actions giving rise to liability.

5 III. FACTUAL ALLEGATIONS

6 11. Citizen was hired by the OW Committee and its agents and officers to qualify I-1000 as
7 an initiative to the legislature.

8 12. Northwest Passages was employed as the political consultant of the OW Committee.

9 13. Former Governors Christine Gregoire, Gary Locke and Dan Evans all acted in concert
10 with the OW Committee to qualify I-1000 and, on information and belief, were aware
11 of the liability the OW Committee incurred to Citizen.

12 14. Citizen retained the services of Choice and other companies to gather signatures for the
13 benefit of the OW Committee.

14 15. Citizen delivered sufficient signatures to qualify I-1000 as an initiative to the
15 legislature.

16 16. In fact, the OW Committee turned in 395,938 signatures making I-1000 the most
17 signatures ever gathered for an initiative to the legislature in Washington State history.

18 17. The OW Committee and its agents and officers committed to paying for the signatures
19 prior to submission to the Secretary of State.

20 18. As the signature drive continued, the OW Committee and its agents and officers
21 pressured Citizen to deliver the signatures without the promised payment telling them if
22

1 they failed to do so the signatures would be worthless, and no one would ever be paid if
2 it failed to qualify.

3 19. The OW Committee and its agents and officers met with Roy Ruffino of Citizen at the
4 time of a meeting of the Suquamish Tribal Gaming Commission at the Clearwater
5 casino. At this meeting former Washington Governor Dan Evans, Jim Waldo and
6 former State legislator Jesse Wineberry assured Mr. Ruffino that Citizen would be paid.
7 Jesse Wineberry stated each tribe in Washington state had pledged an average of
8 \$25,000 to the I-1000 effort so Citizen should continue to work and could have
9 confidence in repayment.

10 20. On January 3, 2019 Citizen, growing increasingly concerned about the nonpayment by
11 the OW Committee and its agents and officers, insisted that the OW Committee execute
12 a promissory note ("the Note") to secure the obligations of the committee and that the
13 Note "inure to the benefit of and be binding upon the respective successors and assigns
14 of the parties".

15 21. On January 3, 2019 Jesse Wineberry executed the Note (a true and correct copy of
16 which is attached hereto) on behalf of the OW Committee and its successors and
17 assigns.

18 22. On January 4, 2019 Citizen turned in the last of the signatures to the OW Committee
19 and the Secretary of State.

20 23. On February 7, 2019, I-1000 was certified to the legislature after enough signatures
21 were found to be valid. The Secretary of State found a 76% validity rate with the
22 signatures submitted.

1 24. The OW Committee failed to make a single payment as required under the terms of the
2 Note.

3 25. On February 15, 2019 Citizen gave notice to the OW Committee that it was in default
4 under the Note because it had failed to make the very first promised payment.

5 26. As a direct and proximate result of the default, Citizen and Choice were unable to pay
6 all the businesses they contracted with.

7 27. The AI Committee and WFC were formed in the summer of 2019 to avoid the valid
8 debt owed by the OW Committee and unjustly enrich themselves and others off the
9 unpaid labor of Citizen Choice and others.

10 28. NWP is the consultant for both the OW Committee and WFC.

11 29. The OW Committee and the AI Committee have overlapping leadership.

12 30. The above actions by Defendants are an unfair and deceptive act and practice to avoid a
13 valid debt which affects the public interest. Plaintiffs were injured by this deceptive
14 practice by Defendants and Defendants unfair and deceptive acts were the proximate
15 cause of this injury.

16 IV. CAUSE OF ACTION FOR BREACH OF CONTRACT

17 31 Plaintiff re-alleges the prior paragraphs as though fully set forth in this paragraph.

18 32 Defendants have defaulted on the Note, were given notice of default and have not
19 remedied it.

20 33 Section 12 of the Note provides that in any action on the Note Citizen shall be entitled
21 to reasonable costs and attorneys' fees and an additional 1% penalty rate for any default.

22 34 Defendants are in default in the amount of \$1,187,884.60.

1 V. CAUSE OF ACTION-UNJUST ENRICHMENT

2 35 Plaintiff re-alleges the prior paragraphs as though fully set forth in this paragraph.

3 36 Alternatively, as more completely described above Defendants have unjustly enriched
4 by wrongfully withholding payment and receiving a benefit of the signatures delivered by the
5 Plaintiff which has not been paid for.

6 VI. CAUSE OF ACTION -- UNFAIR BUSINESS PRACTICES

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8 37 Pursuant to RCW 19.86.020, Unfair competition, practices, declared unlawful.
9 Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any
10 trade or commerce are hereby declared unlawful.

11 38 Defendants have violated the foregoing statute and are liable to the Plaintiffs for actual
12 damages, treble damages, and attorneys' fees and costs.

13 VII. DAMAGES AND PRAYER FOR RELIEF

14 1. As a result of Defendants' breach, intentional, negligent and tortious behavior, the
15 Plaintiffs and suffered damages.

16 2. Plaintiff is entitled to repayment of the Note plus interest and penalties under the same
17 as a result of Defendants default on the same.

18
19 3. Defendants have violated RCW 19.86.020 by engaging in unfair and deceptive business
20 practices and Plaintiffs have suffered losses as a proximate result of these acts.

1 WHEREFORE, plaintiffs pray for judgment against the Defendants, as follows:

- 2
- 3 1. An award of \$1,187,884.60 on the Note.
- 4 2. Special treble damages pursuant to RCW 19.86.
- 5 3. A finding of joint and several liability against all defendants;
- 6
- 7 4. For Plaintiff's costs and distributions herein;
- 8
- 9 5. For reasonable attorney's fees; and,
- 10 6. For such other and further relief as the court deems just and necessary.

11 Dated this 17th day of September 2019.

12

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14

15 THE NORTH CREEK LAW FIRM

16 By 

17 Mark C. Lamb WSBA #30134

18 Attorney for Plaintiffs

19 12900 NE 180th Street

20 Suite 235

21 Bothell, WA 98011

22 T: (425) 368-4238

23 mark@northcreeklaw.com

PROMISSORY NOTE

\$919,512.05

January 3, 2019

One Washington Equality Campaign, a Washington Political Committee, ("Maker") for value received, promises to pay to the order of Citizen Solutions LLC, a Washington for profit limited liability company (the "Holder"), in lawful money of the United States, the maximum principal sum of Nine Hundred Nineteen Thousand Five Hundred Twelve and 05/100 DOLLARS (\$919,512.05).

1. TERM; PAYMENTS. The term of this Note shall commence on January 3, 2019, and shall expire on September 30, 2019 (the "Term"). Maker shall be obligated to make eight (8) equal monthly principal payments of \$100,000.00 per month with a final payment of \$119,512.50 in the ninth (9) month. Payments begin no later than January 31, 2019 during the Term so that all principal amounts due hereunder will be paid to Holder no later than the last day of the Term (the "Maturity Date"). Subsequent monthly payments will be due no later than the last day of the month and interest at the default rate will accrue on the entire amount of the Note if any payment is more than fourteen (14) business days late.

2. INTEREST. During the Term, this Note shall bear interest on the unpaid principal balance at the rate of one (1) percent (1.00%) compounded monthly unless the Note is paid in full by September 30, 2019 in which case no interest shall accrue or be due under the Note. The entire balance of this Note together with any and all interest accrued thereon shall be due and payable in full on 1st day of October, 2019.

3. RIGHT OF PREPAYMENT IN FULL. Maker shall have the right to prepay the entire unpaid principal balance in whole (but not in part) at any time without penalty. Maker agrees to notify Holder, in writing, whenever Maker intends to prepay the entire balance.

4. PAYMENT LOCATION. Unless otherwise directed in writing by Holder, all payments shall be made to the Holder at the following address:

The North Creek Law Firm
12900 NE 180th Street #235
Bothell, WA 98011

5. DEFAULT & SECURITY. Failure to pay any installment of principal and interest when due under this Note and/or all amounts due and owing hereunder on or before the Maturity Date shall constitute a default, and Holder shall have all the rights and remedies to enforce payment of the unpaid balance authorized by law; provided, however, that before taking any remedial action to enforce payment, Holder shall deliver notice of the default to Maker, and if the payment in default is paid in full within ten (10) business days after the date the default notice is delivered, the default shall be deemed not to have occurred. If a default shall occur, at the option of the holder of this Note, and upon ten (10) days prior written notice, the entire indebtedness hereby represented shall become immediately due and payable. As long as this Note is in such default, then, at the option of the holder hereof, this Note shall bear interest at the rate of one (1) percent (1%) per annum over the stated Note rate. This Note is secured by all of the assets of the Maker including, but not limited to, accounts receivable, inventory and real property held by the One Washington Equality Campaign.

6. GENERAL PROVISIONS. All persons or entities signing this Note do so as authorized agent of the Maker as principal. Holder may delay or forego enforcing any of Holder's rights or remedies under this Note without losing them. Maker and any other person or entity who signs, guarantees or endorses this Note hereby waives presentment, demand for payment, protest and notice of dishonor. Notwithstanding the foregoing provisions, the full amount of the Note shall be based on the percentage of signatures deemed valid by the Washington Secretary of State. If eighty percent (80%) or more of submitted signatures are deemed valid by the

Secretary of State, payment shall be due for the total amount of the Note. Conversely, if less than eighty percent (80%) of submitted signatures are deemed valid by the Secretary of State, payment due shall be prorated in the amount of \$9,200.00 for each percentage point lower than eighty percent (80%). Upon any change in the terms of this Note or forbearance with respect to Holder's rights under this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as Maker, guarantor, accommodation maker or endorser, shall be released from liability. The undersigned particularly waives the right to demand any marshalling of assets as a condition to or in connection with the bringing of action hereon against the Maker, the undersigned or any other party.

7. QUALIFICATION BONUS. In the event I-1000 is certified by the Washington Secretary of State, a One Hundred and Fifty Thousand Dollar (\$150,000.00) bonus will be added to the principal of the Note. This amount is subject to the validity rate modification in paragraph 6 above.

8. TIME PERIODS. If any date that may be specified in this Note as a date for the making of any payment or the taking of any other action shall fall on a Saturday, Sunday or legal holiday, then the date for the making of that payment or the taking of such other action shall be the next day that is not a Saturday, Sunday or legal holiday.

9. AMENDMENT AND MODIFICATION. No waiver or modification of this Note shall be effective unless it is express, in writing and signed by the party against whom enforcement of the waiver or modification is sought.

10. WAIVER OF COMPLIANCE. Any failure of the parties to comply with any obligation, agreement or condition contained in this Note may be expressly waived in writing by the other party, but such waiver or failure to insist upon strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

11. BINDING EFFECT. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

12. ATTORNEYS' FEES. The undersigned agrees to pay all costs of collection and reasonable attorneys' fees in the event of a judicial ruling that the undersigned has defaulted under the terms of this Note. Costs and fees covered by this paragraph include, without limitation, attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the costs of searching records, premiums for title reports (including trustee's sales guarantees, litigation guarantees and foreclosure reports), charges for surveyors' reports, appraisal fees and premiums for title insurance, to the extent permitted by applicable law.

13. GOVERNING LAW. This Note shall be governed by, construed and enforced in accordance with the internal laws of the state of Washington, without giving effect to principles and provisions thereof relating to conflict or choice of laws irrespective of the fact that any one of the parties is now or may become a resident of a different state. Venue for any action under this Agreement shall lie in King County, Washington.

14. BUSINESS PURPOSES. The undersigned acknowledges that the amounts due under this Note are primarily for commercial, investment, or business purposes.

15. AUTHORITY. The undersigned hereby represents covenants and warrants to the Holder of this Note that he has full authority, right and power to enter into, grant and deliver the foregoing Promissory Note on behalf of One Washington Equality Campaign.

MAKER ACKNOWLEDGES THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

MAKER

One Washington Equality Campaign

By:
Its

JW-26
CO-CHAIR

STATE OF WASHINGTON)
)
COUNTY OF KING)

ss.

I certify that I know or have satisfactory evidence that Jesse Wineberry is the person who appeared before me, acknowledged that he/she signed this instrument, and acknowledged it to be the free and voluntary act of said Campaign which he had full authority to execute for the uses and purposes mentioned in this instrument.

DATED: JANUARY 3, 2019

MCL

Mark Lamb (Printed Name)

Notary Public

My Appointment Expires: 06-18-21

